End User License Agreement („EULA“) (Stand 01.12.2008)

English version further down

- Deutsche Version -

gateProtect Endbenutzer Lizenzvertrag

Die Installation und Nutzung der in § 1 beschriebenen gateProtect Produkte ist Gegenstand der folgenden Vereinbarungen, die einen rechtsgültigen Lizenzver-trag zwischen der gateProtect Aktiengesellschaft Germany und der mit ihr ver-bundenen Unternehmen (im Folgenden zusammen „gateProtect“ genannt) und dem Vertragspartner (im Folgenden als „Benutzer“ bezeichnet) begründen. Die Ver-einbarung gilt auch für Software-Updates, Ergänzungen oder sonstige zusätzli-che Komponenten, die gateProtect dem Benutzer zur Verfügung stellt. Mit der Installation und dem Betrieb sämtlicher oder Teilen der unter § 1 genannten gateProtect Produkte erklärt der Benutzer seine Zustimmung zu der folgenden Vereinbarung:

§ 1. Vertragsgegenstand / Beschreibung der Produkte

gateProtect bietet die im Folgenden aufgeführte gateProtect Software Produkte an. Die gateProtect Software Produkte basieren zum Teil auf Open Source Soft-ware sowie von gateProtect entwickelter proprietärer Software. Abhängig vom jeweils erworbenen Produkt gelten unterschiedliche Lizenzteile wie in § 2a und 2b beschrieben. Des Weiteren gelten unterschiedliche Lizenzierungs-Berechnungsvarianten wie in § 5.3 beschrieben. Im Folgenden die Übersichtsta-belle:

Nr.	gateProtect Produkte	Lizenzteile Software I+II (Siehe §2)	Lizenzierungsberechnungsvariante (Siehe §5)
1.	gateProtect Firewall	Software I+II	Variante I
1.1	gateProtect Firewall GUI	Software I+II	Enthalten in Produkt Nr.1
1.2	gateProtect Firewall SSO client	Software II	Enthalten in Produkt Nr.1
1.3	gateProtect UA client	Software I+II	Enthalten in Produkt Nr.1
2.	gateProtect Commandcenter	Software I+II	Variante II
3.	gateProtect VPN client	Software I+II	Variante III
4.	gateProtect VPN mobile client	Software I+II	Variante III

Die gateProtect Firewall (Nr.1) sowie das gateProtect Commandcenter (Nr.2) ist in der Regel eine Stand-Alone Lösung. Einmal auf einem PC installiert ist die Server-Software die einzige Applikation, die auf dem spezifischem PC laufen kann. Im Verlauf der Installation wird die Festplatte dieses PCs komplett ge-löscht alle darauf befindlichen Daten werden unwiederbringlich gelöscht!

§ 2. Beschreibung der Lizenzteile

2a) Software I:
Beinhaltet Open Source Software wie in Exhibit I und Exhibit II beschrieben. Diese Open Source Software, wird entsprechend zu den Lizenzbedingungen der jeweiligen Elemente (wie in den Exhibits I und II beschrieben) vertrieben. Der Source-Code für die gateProtect Firewall Software I kann auf CD bei gatePro-tect (gateProtect Aktiengesellschaft Germany, Valentinskamp 24, 20354 Hamburg, Germany), bestellt werden. Die Bearbeitungsgebühren hierfür betragen Euro 30,00 plus Versandkosten.

2b) Software II:
Beinhaltet gateProtect spezifische Eigenentwicklungen, die durch gateProtect erfolgt sind. Die Software II wird nicht als Open Source Software vertrieben. Das Urheberrecht (Copyright) und alle sonstigen Rechte an den Entwicklungen verbleiben bei gateProtect. Die Lizenzeinräumung richtet sich nach den §§ 3 ff dieser Vereinbarung.

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§ 3. gateProtect-Software Lizenzen

gateProtect bietet dem Benutzer im Zusammenhang mit den gateProtect Produkten für die Software II (im Folgenden „urheberrechtlich geschützte Software“) eine 30-tägige Testphase an. Während der Testphase ist der Benutzer berechtigt, die urheberrechtlich geschützte Software kostenlos nach Maßgabe der vorliegenden Lizenzbedingungen zu testen (Trial Lizenz). Sofern der Benutzer die urheber-rechtlich geschützte Software nach Ablauf der Testphase weiter nutzen möchte, muss er sich bei gateProtect registrieren und eine kostenpflichtige Lizenz erwerben (kommerzielle Lizenz). gateProtect behält sich das Recht vor, die Einräumung der Trial Lizenz jederzeit zu ändern oder ganz einzustellen.

§ 4. Trial Lizenz

(1) gateProtect gewährt dem Benutzer für alle gateProtect Produkte eine einma-lige, nicht ausschließliche Lizenz für die Nutzung der urheberrechtlich ge-schützten Software als Maschinenprogramm (Objektcode) zu dem vertraglich vor-gesehenen Zweck für eine Testperiode von 30 Tagen nach der ersten Installation.
(2) Das Urheberrecht (Copyright) und alle sonstigen Rechte an der urheberrech-tlich geschützten Software verbleiben bei gate-Protect.
(3) Der Benutzer ist nicht berechtigt, die Software zu dekompilieren, zu deas-semblieren, zu übersetzen oder in irgendeiner Weise zu verändern oder zu modi-fizieren, außer dies ist per Gesetz erlaubt.
(4) Der jeweilige Source-Code der urheberrechtlich geschützten Software von gateProtect ist nicht Vertragsgegenstand und wird dem Benutzer nicht zur Ver-fügung gestellt und ihm wird hierfür keine Lizenz gewährt.
(5) Der Benutzer ist nicht berechtigt, die urheberrechtlich geschützte Soft-ware zu vermieten oder unterzulizenzieren.
(6) Updates stehen ausschließlich Benutzern der kommerziellen Lizenz zur Ver-fügung.
(7) Nach Ablauf der Testperiode erlischt das Nutzungsrecht automatisch, soweit keine kommerzielle Lizenz erworben wird.

§ 5. Kommerzielle Lizenz

(1) gateProtect gewährt dem Benutzer eine zeitlich unbegrenzte, nicht aus-schließliche Lizenz, die jeweils erworbene urheberrechtlich geschützten Soft-ware als Maschinenprogramm (Objektcode)zu dem vertraglich vorgesehenen Zweck zu nutzen und im Rahmen der gewählten Sicherungssysteme im gesetzlich vorgese-henen Umfang zu Sicherungszwecken zu vervielfältigen.
(2)Für den Erwerb einer kommerziellen Lizenz hat der Benutzer die Größe des Netzwerkes und die Anzahl der Installationen anzugeben.
(3) Die Höhe der jeweiligen Lizenzgebühren einer kommerziellen Lizenz ist abhängig von den unter §1 aufgeführten Produkten. Es gelten diesbezüglich für die Produkte verschiedene Berechnungsvarianten, die jeweils geltende Berech-nungsvariante ist in der Übersichtstaballe in §1 aufgeführt. Folgende drei Berechnungsvarianten finden Anwendung:
3.1 Berechnungsvariante I:
Anzahl der Server-Installationen und der jeweiligen Anzahl der über die Fire-wall aktiv operierenden IP-Adressen (unabhängig davon, ob diese Adressen di-rekt an der Firewall technisch abgefragt werden können), als auch von den Fi-rewall-Edition, die der Benutzer einsetzt, oder anderen zu dieser Zeit gelten-den Konfigurationsangeboten, ab.
3.2 Berechnungsvariante II:
Anzahl der Server-Installationen und der jeweiligen Anzahl von Firewalls die mit dieser verbunden sind.
3.3 Berechnungsvariante III:
Anzahl der genutzten Produkte. Jedes Produkt gilt als eine Lizenz für einen Anwender.
(4) Verstößt der Benutzer gegen die vorliegenden Lizenzbestimmungen, ist ga-teProtect berechtigt, einen pauschalierten Schadensersatz in Höhe der dreifa-chen Lizenzgebühr, die nach dem jeweils gültigen Vergütungsmodell der gatePro-tect zu zahlen wäre, pro Verstoß zu verlangen. Dem Benutzer ist in diesem Fall der Nachweis gestattet, dass ein geringerer Schaden entstanden ist. gatePro-tect ist berechtigt, einen höheren Schaden nachzuweisen.
(5) Der Benutzer ist für die Einhaltung allgemein anerkannter Sorgfaltspflich-ten, insbesondere ausreichende Archivierungs- und Sicherungsmaßnahmen für Programme und Daten selbst verantwortlich.
(6) Die Regelungen des §4 Absatz 2 bis 5 gelten entsprechend.

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§ 6. Auskunftspflicht

(1) Im Fall, dass der Benutzer die Größe seines Netzwerkes, die Anzahl der Installationen oder ein sonstiges für die Berechnung der Lizenzgebühren maß-gebliches Kriterium verändern möchte, ist er verpflichtet, dies gateProtect rechtzeitig mitzuteilen, wenn dies Auswirkungen auf die Höhe der Lizenzgebüh-ren hat. Maßgebend sind die entsprechenden Lizenzgebühren zum Zeitpunkt der Anpassung.
(2) Der Benutzer ist verpflichtet, gateProtect bei Nachfrage über die Größe des Netzwerkes und die Anzahl der Installationen oder ein sonstiges, für die Berechnung der Lizenzgebühren maßgebliches Kriterium zu unterrichten. gatePro-tect ist berechtigt, Überprüfungen der Lizenzen und der für die Berechnung der Lizenzgebühren maßgeblichen Kriterien an den Installationsorten des Benutzers durchzuführen, nachdem diese mindestens 4 Tage im Voraus angekündigt worden sind und hierfür ein sachlicher Grund besteht. Der Benutzer stellt hierbei die für die Überprüfung notwendige Unterstützung zur Verfügung. Vor der Überprü-fung und auf Nachfrage des Benutzers wird gateProtect eine Vertraulichkeits-vereinbarung, bezogen auf die gespeicherten Daten auf den Computern des Benut-zers, eingehen.

§ 7. Verpflichtungen des Benutzers

(1) Der Benutzer hat sicherzustellen, dass die Hardware, die er für die je-weils erworbene urheberrechtlich geschützte Software nutzen will, für diesen Zweck und zum Betrieb der Software, entsprechend den von gateProtect herausge-gebenen Anforde-rungen an die Hardware, geeignet ist. Das Gleiche gilt für die Netzwerkumgebung des Benutzers.
(2) Der Benutzer hat sicherzustellen, dass die Hardware, auf der die gatePro-tect Firewall (Nr.1) installiert werden soll, keine Daten enthält, deren Ver-lust einen Schaden für den Benutzer darstellen könnte.
(3) Bevor mit der gateProtect Firewall(Nr.1) gearbeitet wird, muss der Benut-zer eine Testumgebung aufbauen, deren Konditionen gleichwertig mit denen sind, unter denen die gateProtect Firewall später arbeiten soll. Die gateProtect Firewall soll nur dann in Betrieb genommen werden, wenn es eine ausreichende Testperiode erfolgreich bestanden hat. Dies gilt auch für jedes Upgrade/ Update der gateProtect Firewall.
(4) Im Fall von Warnungen gegen Viren und bei Versuchen nicht autorisierter Personen, in das Netzwerk des Benutzers von außen oder innen einzudringen (z.B. Hackern oder eigenen Mitarbeitern) oder anderen vergleichbaren Sachverhalten, hat der Benutzer angemessene, weitere Maßnahmen zu treffen, um Schäden zu ver-meiden, was, falls notwendig, auch das Herunterfahren des gesamten Systems beinhaltet. Er verpflichtet sich zum Überwachen und Bearbeiten von Warnungen, die ihm bekannt geworden sind, sowie, die von der gateProtect Firewall in die-sem Bezug herausgegeben werden.
(5) Die Installation von Dritt-Software neben der gateProtect Firewall (Nr.1) auf demselben Computer oder die Modifikation der gateProtect Firewall oder Hardware (Box-Lösungen) in einer nicht vorgesehenen Art und Weise ist nicht gestattet und führt zu einem Erlöschen der Gewährleistungsrechte.
(6) Der Benutzer muss sicherstellen, dass jede Person, die mit den gateProtect Produkten bzw. der sonstigen urheberrechtlichen geschützten Software II um-geht, die Punkte dieser Vereinbarung, besonders in Bezug auf den Anwendungsbe-reich wie oben ausgeführt, anerkennt.

§ 8. Haftung

(1) Die Software an sich wird, so wie sie ist („as is“), zur Verfügung ge-stellt. Dem Benutzer ist bekannt, dass das Funktionieren einer Software von einer Vielzahl von Faktoren abhängt, da es sich um ein sehr komplexes Produkt handelt. Zweck der gateProtect Produkte bzw. der gateProtect Firewall (Nr.1) ist es, das Eindringen durch unbefugte Dritte in das Datennetz des Kunden nach dem Stand der Technik zu erschweren. Eine 100%ige Sicherheit vor dem Eindrin-gen Dritter in das Datennetz des Benutzers kann nach dem Stand der Technik nicht geleistet werden. Leistungsinhalt ist daher nicht die Verhinderung des Eindringens von unbefugten Dritten in das System des Kunden, sondern lediglich die Erschwerung des Eindringens. Die Leistung von gateProtect erfordert die laufende Aktualisierung der zugrunde liegenden Datenbasis über externe Daten-banken. gateProtect ist dabei ab-hängig von der Funktionsfähigkeit und Aktuali-tät der externen Datenbanken. gateProtect bemüht sich, die erforderlichen Da-ten so aktuell und vollständig wie möglich zu halten. Es kann jedoch keine Zusicherung oder Gewährleistung irgendeiner Art, sei sie ausdrücklich oder stillschweigend, dafür gegeben werden, dass alle bezogenen Daten stets voll-ständig und aktuell sind.
(2) gateProtect haftet unbeschränkt in Fällen des Todes, der Verletzung des Körpers oder der Gesundheit sowie in Fällen des Vorsatzes, des arglistigen Verschweigens von Mängeln sowie in Fällen, in denen gateProtect eine Beschaf-fenheitsgarantie abge-geben hat. gateProtect haftet ferner für Fälle des Vor-satzes und der groben Fahrlässigkeit von gateProtect, gateProtects gesetzli-chen Vertretern und Mitarbeitern. In solchen Fällen ist die Haftung auf den typischerweise vorhersehbaren Schaden beschränkt. In Fällen einfacher Fahrläs-sigkeit haftet gateProtect nur, wenn eine Kardinalpflicht verletzt wurde. In solchen Fällen haftet gate-Protect ebenfalls beschränkt auf den typischerweise vorhersehbaren Schaden.
(3) Die Haftung nach dem Produkthaftungsgesetz bleibt unberührt.

(4) In allen anderen Fällen ist die Haftung von gateProtect ausgeschlossen. Insbesondere leistet gateProtect keine Gewähr dafür, dass die Software den betrieblichen Besonderheiten des Benutzers entspricht, sofern dies nicht aus-drücklich vertraglich vereinbart ist. Der Benutzer ist selbst dafür verant-wortlich, sich von der Tauglichkeit der bestellten Leistung für seine Anwendungszwecke zu überzeugen.
(5) gateProtect gewährleistet nicht, dass die gateProtect Produkte ohne Fehl-funktionen laufen, besonders im Hinblick auf die Sicherheitsfunktion und mög-liche negative Effekte auf den Datenfluss durch die gateProtect Firewall von und zu externen und internen Systemen.
(6) gateProtect haftet nicht für den Verlust von Daten während des Installati-onsvorganges von gateProtect Produkten oder aufgrund von Fehlfunktionen beim Betrieb der Produkte.

(7) Im Falle des Ausfalls von bestimmten Funktionen der gateProtect Produkte sowie ggf. mitgelieferter Hardware (Box-Lösungen), die auf technische Defekte zurückzuführen sind oder sonstiger technischer Fehler, ist der Benutzer nicht berechtigt, eine Entschädigung oder Schadensersatz zu verlangen.

§ 9. Zahlungsbedingungen

Die unter diesem Lizenzvertrag zu leistenden Zahlungen für die Nutzung der jeweils erworbenen urheberrechtlich geschützten Software II, laut Preisliste, verstehen sich zuzüglich Mehrwertsteuer und anderer Steuern und Zöllen sowie Porto und Verpackung.

§ 10. Kündigung des Lizenzvertrags

(1) Beide Parteien haben das Recht, diesen Lizenzvertrag mit sofortiger Wir-kung zu beenden, wenn die andere Partei wesentliche Vertragsbestimmungen ver-letzt, und solche Vertragsverletzung nicht binnen 14 Tagen nach Erhalt einer schriftlichen Mitteilung behebt.
(2) gateProtect kann die kommerzielle Lizenz mit sofortiger Wirkung kündigen, wenn der Benutzer die Lizenzgebühren nicht innerhalb der vereinbarten Frist zahlt und auch nach einer weiteren Mahnung nicht binnen 14 Tagen seinen Zah-lungsverpflichtungen nachkommt sowie seiner Auskunftsverpflichtung gem. § 6 nicht nachkommt oder falsche Angaben macht.

§ 11. Sonstiges

(1) gateProtect ist berechtigt, aus diesem Vertrag resultierende Pflichten durch Sub-Unternehmer ausführen zu lassen und diesen alle hierfür notwendigen Informationen über den Benutzer offen zu legen. gateProtect verbleibt in jedem Fall der einzige Vertragspartner des Benutzers. Der Benutzer ist nicht berech-tigt, aus diesem Vertrag resultierende Rechte oder Pflichten an Dritte abzu-treten.
(2) Sollte eine Regelung in dieser Vereinbarung unwirksam sein oder werden, so berührt dies die Gültigkeit dieser Vereinbarung und des Vertrages im Übrigen nicht. Anstelle der unwirksamen Bestimmung soll eine Regelung gelten, die im Rahmen des Möglichen der unwirksamen Bestimmung unter Beachtung der beidersei-tigen wirtschaftlichen Interessen der Parteien der Bestimmung am Nächsten kommt. Das Gleiche gilt für den Fall, dass eventuelle Vertragsergänzungen not-wendig werden.
(3) Dieser Vertrag und alle aus ihm resultierenden Streitigkeiten sind aus-schließlich Gegenstand deutschen Rechts. Die Bestimmungen des UN-Kaufrechts (CISG) finden keine Anwendung. Soweit der Benutzer Kaufmann im Sinne des HGB ist, ist Hamburg, Deutschland, Gerichtsstand. gateProtect bleibt berechtigt, den Benutzer an seinem Sitzgericht zu verklagen.
(4) gateProtect behält sich das Recht vor, die Lizenzbedingungen jederzeit zu ändern oder zu ergänzen. gateProtect wird dem Benutzer solche Änderungen oder Ergänzungen entweder im Rahmen eines automatischen Updates oder sonstiger ge-eigneter Weise bekannt gegeben.
(5) gateProtect kann nach vorheriger Ankündigung, den Vertrieb von Support- und Updateverträgen für die gateProtect Firewall oder der übrigen urheberrech-tlich geschützten Software einstellen.

gateProtect Aktiengesellschaft Germany
Hamburg, den 1. Dezember 2008

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- English version -

gateProtect End User License Agreement

This Agreement concerning installation and use of the gateProtect products referred to in section 1 hereof shall form the basis for a legally effective License Agreement between (a) gateProtect Aktiengesellschaft Germany and its affiliates (hereinafter referred to collectively as “gateProtect”); and (b) the other party (hereinafter referred to as the “User”). This Agreement shall also apply to software updates, software extensions and any other additional components that gateProtect supplies to the User. By installing and operating any of the products referred to in section 1 hereof, the User accepts the fol-lowing terms and conditions:

1. Subject matter; description of the contractual products

gateProtect shall market the gateProtect software products referred to in this Agreement. These software products are based both on open source software as well as on proprietary software developed by gateProtect. Any product pur-chased shall be subject to a specific license, as described in sections 2a and 2b hereof, and to a specific licensing calculation modality, as described in subsection 5.3, in both cases subject to the specifications in the following table:

Item no.	gateProtect product	Specific license Software I&II (see section 2)	Licensing calculation modality (see section 5)
1.	gateProtect Firewall	Software I&II	Modality I
1.1	gateProtect Firewall GUI	Software I&II	Integrated into item 1
1.2	gateProtect Firewall SSO client	Software II	Integrated into item 1
1.3	gateProtect UA client	Software I&II	Integrated into item 1
2.	gateProtect Commandcenter	Software I&II	Modality II
3.	gateProtect VPN client	Software I&II	Modality III
4.	gateProtect VPN mobile client	Software I&II	Modality III

gateProtect firewall (item 1) and gateProtect Commandcenter (item 2) are gen-erally standalone solutions. After having been installed on a computer, the server software is the only application that can be run on the computer con-cerned. During the instal-lation process, all data on the computer’s hard disk drive will be irretrievably deleted.

2. Description of the specific licenses

2a. Software I:
This license shall apply to the open source software referred to in Exhibits I and II. This software shall be distributed in accordance with the licensing conditions for the relevant elements, as described in Exhibits I and II. The source code for gateProtect firewall Software I can be ordered (on a CD-ROM) from the following address: gateProtect Aktiengesellschaft Germany, Valentins-kamp 24, 20354 Hamburg, Germany. The processing charge for said software is EUR 30.

2b. Software II:
This license shall apply to specific proprietary software developed by gate-Protect. Software II shall not be distributed as open source software. Copy-right and all other rights to said software shall remain the property of gate-Protect. Licenses for said software shall be granted in accordance with the provisions of section 3 et. seq.

3. gateProtect software licenses

gateProtect shall offer the User a single, non-exclusive 30 day trial period for Software II for all gateProtect products. During said trial period, the User shall be entitled to try out Software II in accordance with the terms of the trial license that will be granted for said Software. If, on expiration of the trial period, the User wishes to continue using Software II, the User will be required to register with gateProtect and to purchase a commercial license. gateProtect shall be entitled to modify the terms and conditions of the trial license or discontinue said license at any time.

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4. Trial license

(1) gateProtect shall grant the User a single, non-exclusive license for Soft-ware II for use as object code in connection with all gateProtect products. Said license shall be granted for the purpose defined hereunder and for a pe-riod of 30 days as from the date of initial installation of said Software.
(2) Copyright and all other rights to Software II shall remain the property of gateProtect.
(3) The User shall be prohibited from decompiling, disassembling, translating or modifying Software II in any other way, except insofar as allowed by law.
(4) Software II source code shall be excluded from the scope of this Agreement. Said source code shall not be made available to the User; nor shall the User be granted a license for said Software.
(5) Any User rental or sub-licensing of Software II shall be prohibited.
(6) Software updates shall be provided solely to Users who are holders of a commercial license.
(7) The User's right to use the software shall lapse on expiration of the tri-al period unless the User purchases a commercial license.

5. Commercial license

(1) gateProtect shall grant the User a non-exclusive and indeterminate license to use Software II as object code for the purpose defined hereunder and to copy said Software within the scope of the selected backup systems to the ex-tent allowed by law.
(2) In purchasing a commercial license, the User shall be required to indicate the size of the User's network and the envisaged number of server installation instances for Software II.
(3) The amount of the fee for a commercial license shall be determined by the products referred to in section 1, which shall be subject to various calcula-tion modalities pursuant to the table in section 1. The following calculation modalities shall be applied:
3.1 Calculation modality I:
The number of server installation instances; the number of IP addresses that will be operated actively through the firewall, irre-spective of whether these addresses can be requested directly at the firewall; the firewall build used by the User or any other configuration solutions that are applicable at the time the calculation is carried out.
3.2 Calculation modality II:
Number of server installations and the number of firewalls that are connected to these servers.
3.3 Calculation modality III:
Number of products used, each product counting as one license for one User.

(4) If the User violates said licensing conditions, gateProtect shall be en-titled to indemnification for damages amounting to 300 percent of the standard gateProtect license fee per instance of violation. In such a case, the User shall be entitled to substanti-ate that the damage incurred by gateProtect was lower than said amount, and gateProtect shall be en-titled to substantiate the reverse.
(5) The User shall assume sole responsibility for ensuring that the User ad-heres to generally recognized principles of due care, particularly in re-spect to instituting sufficient archiving and backup measures for the Software and data.
(6) The provisions of § 4 para. 2 to 5 apply accordingly.

6. User's reporting duties

(1) If the User wishes to change the size of the User's network, the number of installations in such network, or any other para-meter that affects the license fee calculation, the User shall report such envisaged change to gateProtect in a timely manner. The applicable licensing fees shall be those that apply as at the date the envisaged change is implemented.
(2) On request from gateProtect, the User shall report to gateProtect the size of the User's network, the number of installations in said network, and any other parameters that substantially impact the license fee calculation. gate-Protect shall be entitled to audit, at the User's installation locations, the User's licenses as well as the key parameters that are used to calculate the license fees. In order for any such audit to be admissible, gateProtect must provide a minimum of four days' notice for the audit and must have a material reason for conducting it. The User shall provide all necessary support for any such audit. On User's request, prior to the audit gateProtect shall sign a non-disclosure agreement concerning data stored in the User's computers.

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7. User's duties

(1) The User shall ensure that (a) the computer hardware on which the User intends to run Software II is suitable for this purpose and for the operation of said Software, in accordance with the hardware requirements issued by gate-Protect. The foregoing sentence of this section 7 shall also apply to the Us-er's network environment.
(2) The User shall ensure that the computer hardware on which the gateProtect firewall (item 1) is installed contains no data whose loss would engender any damage for the User.
(3) Before implementing the gateProtect firewall (item 1) in the envisaged production environment for said firewall, the User shall establish a test en-vironment whose conditions are the equivalent of said environment. The gate-Protect firewall and any upgrade or update thereof shall not be implemented in its envisaged production environment unless said firewall has been successful-ly tested for a sufficient length of time.
(4) In the event the User receives any virus warnings, or if any unauthorized person such as a hacker or a User employee attempts to access the User's net-work, or if any other incident of this nature occurs, the User shall take ad-ditional measures to protect against loss or damage, including if necessary shutting down the entire system. The User shall monitor and investigate any warnings of which the User gains knowledge on his own or that are generated by the gateProtect firewall in respect to any such unauthorized access.
(5) Any installation of third-party software in a computer in which the gate-Protect firewall (item 1) is installed, or any modification of the gateProtect firewall or any third-party hardware in a non-standard and/or inadmissible manner shall be prohibited and shall invalidate the product warranty.
(6) The User shall ensure that all persons that handle gateProtect products or Software II accept the provisions of this Agreement, particularly in respect to the scope of application referred to hereinabove.

8. Liability

(1) The Software as such shall be provided on an “as is” basis. The User re-cognizes the fact that the extent to which a software application works prop-erly hinges on numerous factors, inasmuch as software is inherently an ex-tremely complex product. The purpose of the gateProtect firewall (item 1) and other gateProtect products is to make it more difficult, via state of the art technology, for unauthorized persons to access the Customer's data network. However, the technology available today cannot guarantee that such unautho-rized access will be prevented in every instance. Hence gateProtect Software is expressly defined as a product that only makes it more difficult for in-truders to access the Customer's system, but that does not and cannot prevent such intrusion from occurring in all instances. In order for gateProtect soft-ware to function optimally, the product's underlying database must be updated at regular intervals via external databases. This in turn means that gatePro-tect functionality depends upon the performance and timeliness of such exter-nal databases. gateProtect shall make all reasonable efforts to ensure that the requisite data is kept as updated and complete as possible at all times, but makes no guarantees, representations or warranties of any kind, express or implied, in this regard.
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gateProtect Aktiengesellschaft Germany
Hamburg, 1. december 2008

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doc/FAQ („the Bash FAQ“)

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examples/bashdb/bashdb (Bash shell debugger)

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examples/functions/pathfuncs (add dir to path)

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examples/functions/recurse (Recursive Directory Traverser)

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examples/scripts/bcsh.sh (Bourne shell cshell-emulator)

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examples/scripts/websrv.sh (WWW server in sh)

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examples/loadables/getconf.c (POSIX.2 getconf utility)

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POSIX.2 getconf utility
Originally Written by: J.T. Conklin (jtc@wimsey.com), Winning Strategies, Inc.
Heavily modified for inclusion in bash by Chet Ramey <chet@po.cwru.edu>

examples/loadables/cut.c:

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lib/readline/doc/rlman.texi (part of the GNU Readline Library manual)

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readline/doc/{history,hstech,hsuser}.texi (GNU History Library Manual)

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lib/termcap/grot/termcap.info (GNU termcap library manual)

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24. Frank Kardel <kardel (at) ntp (dot) org> PARSE <GENERIC> driver (>14 ref-erence clocks), STREAMS modules for PARSE, support scripts, syslog cleanup, dynamic interface handling
25. William L. Jones <jones@hermes.chpc.utexas.edu> RS/6000 AIX modifications, HPUX modifications
26. Dave Katz <dkatz@cisco.com> RS/6000 AIX port
27. Craig Leres <leres@ee.lbl.gov> 4.4BSD port, ppsclock, Magnavox GPS clock driver
28. George Lindholm <lindholm@ucs.ubc.ca> SunOS 5.1 port
29. Louis A. Mamakos <louie@ni.umd.edu> MD5-based authentication
30. Lars H. Mathiesen <thorinn@diku.dk> adaptation of foundation code for Ver-sion 3 as specified in RFC-1305
31. Danny Mayer <mayer@ntp.org>Network I/O, Windows Port, Code Maintenance
32. David L. Mills <mills@udel.edu> Version 4 foundation: clock discipline, authentication, precision kernel; clock drivers: Spectracom, Austron, Arbiter, Heath, ATOM, ACTS, KSI/Odetics; audio clock drivers: CHU, WWV/H, IRIG
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doc/coreutils.texi (The GNU Coreutils Manual)

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Julian Seward, Cambridge, UK. jseward@acm.org bzip2/libbzip2 version 1.0.3 of 15 February 2005

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Date: Fri, 6 Jun 2003 10:18:52 -0700
From: Juan Gomez <juang@us.ibm.com>
To: Stephen Frost <sfrost@debian.org>
X-Mailer: Lotus Notes Release 5.0.2a (Intl) 23 November 1999
Subject: Re: Juan C. Gomez license in OpenLDAP Source

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MA

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To: Stephen Frost <sfrost@snowman.net>
Subject: Re: OpenLDAP Licenseing issues
From: „Kurt D. Zeilenga“ <Kurt@OpenLDAP.org>
Date: Wed, 28 May 2003 10:55:44 -0700
Cc: Steve Langasek <vorlon@netexpress.net>,debian-legal@lists.debian.org, openldap-devel@OpenLDAP.org
In-reply-to: <20030528162613.GB8524@ns.snowman.net>
Message-id: <5.2.0.9.0.20030528094229.02924780@127.0.0.1>
Old-return-path: <Kurt@OpenLDAP.org>

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Written by: Philip Hazel Email local part: ph10 Email domain: cam.ac.uk

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